

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

WILLIAM GALDAMEZ,

Plaintiff,

– against –

**DAVE MURRAY CONSTRUCTION & DESIGN,
INC. d/b/a MURRAY DESIGN & BUILD and DAVE
MURRAY, Individually,**

Defendants.

Case No.: 2:18-CV-03054 (JMA)(AKT)

ANSWER

Defendants, **DAVE MURRAY CONSTRUCTION & DESIGN, INC. d/b/a MURRAY DESIGN & BUILD** and **DAVE MURRAY**, by and through their attorneys, **ZABELL & ASSOCIATES, P.C.**, answer the Complaint as follows:

NATURE OF THE ACTION

1. Defendants deny the allegations set forth in paragraph “1” of the Complaint.

JURISDICTION AND VENUE

2. Defendants deny the allegations set forth in paragraph “2” of the Complaint to the extent no violation of the law occurred.
3. Defendants deny the allegations set forth in paragraph “3” of the Complaint to the extent no violation of the law occurred.
4. Defendants deny the allegations set forth in paragraph “4” of the Complaint to the extent no violation of the law occurred.
5. Defendants admit the allegations set forth in paragraph “5” of the Complaint.

THE PARTIES

6. Defendants deny knowledge or information sufficient to form a belief as to the truth or veracity of the allegations set forth in paragraph “6” of the Complaint.
7. Defendants deny the allegations set forth in paragraph “7” of the Complaint to the extent the statement calls for a legal conclusion.
8. Defendants admit the allegations set forth in paragraph “8” of the Complaint.
9. Defendants admit the allegations set forth in paragraph “9” of the Complaint.
10. Defendants deny the allegations set forth in paragraph “10” of the Complaint to the extent the statement calls for a legal conclusion t.
11. Defendants deny the allegations set forth in paragraph “11” of the Complaint.
12. Defendants admit the allegations set forth in paragraph “12” of the Complaint.
13. Defendants deny the allegations set forth in paragraph “13” of the Complaint.

FACTS

14. Defendants admit the allegations set forth in paragraph “14” of the Complaint.
15. Defendants deny the allegations set forth in paragraph “15” of the Complaint.
16. Defendants deny the allegations set forth in paragraph “16” of the Complaint.
17. Defendants deny the allegations set forth in paragraph “17” of the Complaint.
18. Defendants deny the allegations set forth in paragraph “18” of the Complaint.
19. Defendants deny the allegations set forth in paragraph “19” of the Complaint.
20. Defendants deny the allegations set forth in paragraph “20” of the Complaint to the extent the statement calls for a legal conclusion.
21. Defendants deny the allegations set forth in paragraph “21” of the Complaint to the extent the statement calls for a legal conclusion.

22. Defendants deny the allegations set forth in paragraph “22” of the Complaint to the extent the statement calls for a legal conclusion.

FIRST CLAIM FOR RELIEF: FLSA

23. Defendants deny knowledge or information to extent a response is necessary for the allegation set forth in paragraph “23”.

24. Defendants deny the allegations set forth in paragraph “24” of the Complaint.

25. Defendants deny the allegations set forth in paragraph “25” of the Complaint.

26. Defendants deny the allegations set forth in paragraph “26” of the Complaint.

SECOND CLAIM FOR RELIEF: NYLL (Overtime Wages)

27. Defendants deny knowledge or information to extent a response is necessary for the allegation set forth in paragraph “27”.

28. Defendants deny the allegations set forth in paragraph “28” of the Complaint.

29. Defendants deny the allegations set forth in paragraph “29” of the Complaint.

30. Defendants deny the allegations set forth in paragraph “30” of the Complaint.

THIRD CLAIM FOR RELIEF: NYLL (Section 195)

31. Defendants deny knowledge or information to extent a response is necessary for the allegation set forth in paragraph “31”.

32. Defendants deny the allegations set forth in paragraph “32” of the Complaint.

33. Defendants deny the allegations set forth in paragraph “33” of the Complaint.

FOURTH CLAIM FOR RELIEF: NYLL (Section 195)

34. Defendants deny knowledge or information to extent a response is necessary for the allegation set forth in paragraph “34”.

35. Defendants deny the allegations set forth in paragraph “35” of the Complaint.

36. Defendants deny the allegations set forth in paragraph “36” of the Complaint.

AS TO PLAINTIFF’S PRAYER FOR RELIEF

37. Defendants deny the demands set forth in paragraph “i” of Plaintiff’s Prayer for Relief.

38. Defendants deny the demands set forth in paragraph “ii” of Plaintiff’s Prayer for Relief.

39. Defendants deny the demands set forth in paragraph “iii” of Plaintiff’s Prayer for Relief.

40. Defendants deny the demands set forth in paragraph “iv” of Plaintiff’s Prayer for Relief.

41. Defendants deny the demands set forth in paragraph “v” of Plaintiff’s Prayer for Relief.

42. Defendants deny the demands set forth in paragraph “vi” of Plaintiff’s Prayer for Relief.

AS AND FOR DEFENDANTS’ FIRST AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiff’s Complaint fails to state a cause of action upon which relief can be granted.

AS AND FOR DEFENDANTS’ SECOND AFFIRMATIVE DEFENSE

Any and all monies to which Plaintiff is entitled have been paid.

AS AND FOR DEFENDANTS’ THIRD AFFIRMATIVE DEFENSE

Some, or all, of the disputed time for which Plaintiff seeks recovery concerns wages purportedly owed for time that is not compensable pursuant to the *de minimis* doctrine.

AS AND FOR DEFENDANTS’ FOURTH AFFIRMATIVE DEFENSE

At all times relevant hereto, Defendants acted in good faith and have not violated any rights which may be secured to Plaintiff under any Federal, State or Local laws, rules, regulations or guidelines.

AS AND FOR DEFENDANTS’ FIFTH AFFIRMATIVE DEFENSE

Any acts or omissions on the part of Defendants were in good faith, and Defendants had reasonable grounds for believing that any such act or omission was not a violation of New York Labor Law.

WHEREFORE, Defendants, hereby demand judgment dismissing the Complaint in its entirety as against it, together with the cost and disbursements of this action, including attorneys' fees, and for such other, further and different relief as this court may deem just, equitable and proper.

Defendants expressly reserve the right to amend their Answer and assert additional defenses and/or supplement, alter or change this Answer upon completion of appropriate investigation and discovery.

Dated: Bohemia, New York
June 18, 2018

ZABELL & ASSOCIATES, P.C.
Attorneys for Defendants

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